



LEROY D. BACA,

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



July 15, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A GRANT AWARD AND ADOPT A RESOLUTION
AUTHORIZING THE SHERIFF TO ACCEPT A GRANT
FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
(1st & 5th DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve a grant award from the State of California Department of Alcoholic Beverage Control (ABC) to fund deputy overtime, benefits, travel, and equipment for the San Dimas Sheriff Station to implement the "Grant Assistance to Local Law Enforcement Agencies Project" (GALE). The grant will enforce State liquor laws and reduce alcohol-related crime in the areas served by the San Dimas Sheriff Station for a total project cost of \$51,231, which is fully funded by the grant with no match requirement.
- 2) Adopt a Resolution (Attachment I) authorizing the Sheriff of Los Angeles County, as agent for the County, to sign and execute a \$51,231 grant award agreement (Attachment II) from the ABC, and any subsequent amendments, modifications, augmentations, contracts, extensions, and grant renewals pertaining to said grant, upon review by County Counsel and the Chief Administrative Office, for the Department's ABC Program.

A Tradition of Service

The Honorable Board of Supervisors
July 15, 2003
Page 2

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The ABC has issued an agreement to award a \$51,231 grant to the Sheriff's Department's San Dimas Station. ABC has consistently awarded Sheriff Stations within Los Angeles County since 1995. The current application requested funding to implement the Los Angeles County Sheriff's ABC Program. The ABC requires that the attached Resolution, adopted by your Board, be returned to ABC to execute the grant.

The Department will develop and implement an ABC Program for the San Dimas area. The project goal is to reduce the incidence of alcohol-related offenses throughout the area, which directly relates to the number of driving under the influence (DUI) arrests. This will be accomplished by utilizing trained special assignment deputies on an overtime basis. The special assignment deputies will identify and target problem establishments. The deputies will coordinate with ABC investigators to provide fast track sanctions against problematic establishments. Licensed establishments will be given the opportunity to improve their understanding of the laws, or will be targeted for inspections.

Implementation of Strategic Plan Goals

The approval of this grant will promote and further the County's Strategic Plan Goals in the areas of Service Excellence and Workforce Excellence. This program will provide quality public service to individuals, families, businesses and communities. The San Dimas Sheriff Station will prove to be effective in their alcohol-related enforcement efforts in the 2003-2004 ABC grant period.

FISCAL IMPACT/FINANCING

The \$51,231 grant award from ABC will allow the Sheriff's Department to implement its ABC Program that focuses on alcohol dispensing establishments. Funding was included in the 2003-2004 budget. The program costs will be offset by grant revenues from the ABC.

The Honorable Board of Supervisors
July 15, 2003
Page 3

The ABC grant award will fully cover the cost of the San Dimas Sheriff Station's ABC Program without any match requirement from the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ABC grant award period is for a 12-month term, from July 1, 2003 through June 30, 2004. The contractual requirements of the grant award and the Resolution have been approved by County Counsel.

IMPACT ON CURRENT SERVICES

This grant will not have any impact on current County services.

CONCLUSION

Upon the Board's action, the Sheriff's Department's Grants Unit needs to obtain four (4) individually certified copies of the Board-adopted Letter and one (1) original signed Resolution to meet the ABC's requirements.

The Sheriff's Department contacts for the requested Board action are:
Karen Anderson, Grants Unit Manager, (323) 526-5408, or Marcelle Murr, Grants Coordinator, (323) 526-5222.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" and last name "Baca" clearly distinguishable.

LEROY D. BACA
SHERIFF

BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
RESOLUTION

WHEREAS the Los Angeles County Board of Supervisors desires to undertake a certain project designated the Los Angeles County Sheriff's Department Alcoholic Beverage Control Program to be financed from funds made available through the Grant Assistance To Local Law Enforcement Agencies Project administered by the Department of Alcohol Beverage Control (hereafter referred to as ABC).

NOW, THEREFORE BE IT RESOLVED that the Sheriff of the County of Los Angeles is authorized on its behalf to submit the attached proposal to ABC and is authorized to sign and accept on behalf of the Los Angeles County Board of Supervisors the attached Grant Award Agreement including any extensions, amendments, modifications, contracts, or augmentations thereof, and any subsequent contract or grant renewal with the State in relation thereto.

BE IT FURTHER RESOLVED that the applicant agrees to the funding terms and conditions of ABC, including any amendment thereof.

IT IS AGREED that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award shall not be subject to local hiring freezes

I DO HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Los Angeles County of Board of Supervisors in a meeting thereof held on the _____ day of _____ 2003 by the following:

Vote:

Ayes:

Noes:

Absent:

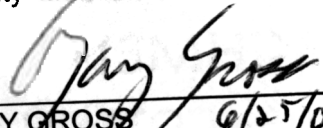
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: _____ Date

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: 
GARY GROSS 6/25/03
Senior Deputy County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
 D 213 (Rev 09/01)

AGREEMENT NUMBER
03G-LA09

This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

County of Los Angeles through the Los Angeles County Sheriff's Department

The term of this Agreement is: **July 1, 2003 thorough June 30, 2004**

The maximum amount \$ **51,231.00**
 of this Agreement is:

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work/Project Narrative	- 8 pages
Exhibit B - Budget Detail and Payment Provisions	- 2 pages
Exhibit C * - General Terms and Conditions	- GTC 201
Exhibit D - Special Terms and Conditions	page

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/contracts

WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Sheriff's Department

(Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

6-30-03

PRINTED NAME AND TITLE OF PERSON SIGNING

California Department of General
 Services Use Only

ADDRESS

**700 E. Ramona Boulevard
 Monterey Park, CA 91754-2169**

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

(Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

6/12/03

PRINTED NAME AND TITLE OF PERSON SIGNING

Anthony M. Nieto, Assistant Director, Administration

ADDRESS

**810 Rosin Court, Suite 150
 Sacramento, CA 95834**

☐ Exempt per

1. **BACKGROUND**

The Los Angeles County Sheriff's Department (LASD), established in 1850, consists of more than 15,000 personnel, of which 134 are assigned to the San Dimas Station. San Dimas Station provides contracted law enforcement services to the City of San Dimas and to unincorporated areas of Los Angeles County from Irwindale to Claremont, including mountain communities in the Angeles National Forest. We police these areas with a uniformed force augmented by Detective Bureau, Station Administration, Gang Enforcement Team, and the San Dimas Community Action Team. The Community Action Team is a united group of highly trained, specialized personnel. The team is comprised of community relations, special problems team, narcotics team, code compliance, and a juvenile probation officer. The team focuses on three primary objectives: 1) proactive policing strategies, 2) developing and maintaining partnerships within the community, and 3) administration of special programs which educate and empower the community.

Community oriented policing and continuous cooperation with other law enforcement agencies are of our highest priority. San Dimas Station Sergeant Bard Smith, under the direction of Captain H. Russell Collins, oversees the Community Action Team. The Community Action Team has worked closely with Alcoholic Beverage Control (El Monte District Office), San Dimas City Council, County Board of Supervisors, Fire Department, Health Department, Building and Safety Department, Code Enforcement, and Licensing Detail.

Captain H. Russell Collins, of the San Dimas Sheriff Station, will have direct command of the project. Lieutenant R. Chris Branuelas and Sergeant Bard Smith will be responsible for this project. This management team will be supported by numerous other LASD resources and personnel. Sergeant Larry Wineinger and multiple Sheriff's Department reserve deputies will assist with education and enforcement. The San Dimas Community Action Team will assume the lead investigative role in conducting "stings," bar-checks, "shoulder-tap" operations, site inspections, surveillance, and other enforcement efforts. Station secretaries will process reports; the crime analyst will gather statistics; and station volunteers will act as decoys for "sting" operations. The Los Angeles County Sheriff's Department will contribute costs for these support personnel and services.

The command staff, described above, will conduct ongoing evaluations of the program to assure it is achieving the stated goals, implement course corrections as needed, and submit quality reports in a timely fashion.

2. **PROBLEM STATEMENT**

Demographics:

The San Dimas Sheriff's Station provides police coverage to three (3) predominant areas of eastern Los Angeles County. First, the City of San Dimas contracts with the Sheriff's Department to provide all aspects of municipal policing service. The social and economic status of the City of San Dimas is best summed up as a middle class "bedroom community"

with a moderate crime rate (rising in 2002). Second, the large and widespread areas of unincorporated Los Angeles County, from Irwindale to Claremont, are patrolled by this station. The majority of the unincorporated area is occupied by middle and lower income residents, a significant quantity of commercial area, and a few upper-middle class neighborhoods. Finally, the San Dimas Sheriff Station provides law enforcement coverage to the San Gabriel Mountains, from Crystal Lake to Mt. Baldy Village. The mountain communities are overwhelmingly occupied by low income residents with their own share of unique policing issues. The following statistics about the area serviced by San Dimas Sheriff's Station are from the U.S. Bureau of the Census, 2000 Census and other reliable sources:

<u>City of San Dimas</u>	<u>Unincorporated County Areas (incl. Mountains)</u>
Population: 34,980	Population: 46,444
Area: 15.27 Square Miles	Area: 219.52 Square Miles

One overlapping concern in all three areas is that nuisance and criminal complaints have markedly increased over the past two years in and around many of the 71 Alcoholic Beverage Control (ABC) licensed establishments within the station coverage area. A number of retail sellers of alcoholic beverages within the broad coverage area of the San Dimas Sheriff's Station are suspected of operating in violation of State and local laws. Outcomes of this flagrant non-compliance result in increased violent crimes by and to intoxicated individuals and serious social problems (e.g. alcoholism, mental illness and unemployment). In particular, a number of on-sale establishments have been the source and/or scene of significant criminal activity over the past three to four years. Our current resources are not able to address the problem adequately and we have previously requested the ABC, El Monte Office, to assist us. They have the same problems, a large area with a tremendous amount of activity for the assigned number of investigators.

ABC Licensed Establishments:

Many merchants are unaware of all aspects of the law or they are not motivated to comply with alcohol-related laws. A task force approach, modeled after the 1995 Grant Assistance to Local Law Enforcement (GALE) grant awarded to East Los Angeles Station, will accomplish four things:

- Coordinate education utilizing Informed Merchants Preventing Alcohol-Related Crimes and Tendencies (IMPACT) and Licensee Education on Alcohol and Drugs (LEAD);
 - Coordinate definitive enforcement;
 - Reduce crime and underlying safety concerns that stem from underage drinking, drunk driving, drinking-involved disturbances, and assaults by and to intoxicated persons;
- Address community nuisance issues related to ABC licensed establishments.

State records indicate that within the 235 square miles of the San Dimas Sheriff's Station coverage area, there are currently 71 licensed businesses able to sell or serve alcohol; 33 are

on-sale establishments, and 38 are off-sale establishments. Both types of establishments have been sources of criminal behavior. We receive many complaints about minors who are in possession of alcohol purchased from off-sale establishments. Additionally, a notable amount of the Station's resources are committed to peacekeeping and enforcement efforts related both directly and indirectly to intoxicated persons causing disturbances and engaged in nuisance or criminal behavior, particularly during hours of darkness.

In the past, the Community Action Team has conducted "sting" operations and surveillance geared toward minors who attempt to purchase alcohol. Unfortunately, our resources are limited. The scope of past operations has been limited to off-sale locations almost exclusively, while on-sale locations are untested at this point. Again, due to limitations of manpower, most efforts have been conducted in the contract City of San Dimas, leaving licensed establishments, serving a substantial area of unincorporated Los Angeles County, without either regular or random enforcement efforts or inspections.

The San Dimas Sheriff's Station has previously implemented a limited version of the ABC "Cops in Shops" program wherein deputies worked in plain clothes within licensed establishments to issue citations or make arrests for attempted purchase or furnishing of alcohol to persons under 21. The requested grant would allow deputies to conduct such operations, working side-by-side with retailers during the project period.

The majority of violations in the establishments are as follows:

- Service to minors;
- Service to intoxicated people;
- Drunk driving and traffic collisions as a result of intoxicated persons leaving the bars, liquor stores, or clubs;
- Gambling, narcotics sales, and prostitution within or on adjacent premises to the establishments.

Citizen complaints are as follows:

- Gun fire outside establishments;
- Intoxicated patrons in bars with firearms;
- Unruly disturbances, assaults, and fights at establishments;
- Domestic violence stemming from alcohol abuse;
- Narcotics transactions at licensed establishments;
- Urinating on private property, alleys, and parking lots;
- Speeding cars, reckless, and/or intoxicated drivers;
- Excessive noise complaints;
- Drunks loitering in the area;
- Negative role modeling for local children.

The local District Attorney's Office has demonstrated a willingness to file and prosecute cases against minors and agents for licensees who sell alcohol to underage persons. All past

cases submitted by the Community Action Team have resulted in convictions and administrative sanctions from the local ABC office in El Monte.

Arrests:

Arrests for driving under the influence (DUI) within the San Dimas Sheriff's Station coverage area totaled 65 in 2002. The California Highway Patrol (CHP), Baldwin Park Office handles traffic matters in the unincorporated area and freeway system within the San Dimas Sheriff's Station coverage area. Much of the area serviced by CHP is in the San Dimas Sheriff's Station coverage area and they arrested 93 DUI drivers and responded to 28 DUI related traffic collisions. The Highway Patrol's focus is on DUI drivers while the Los Angeles County Sheriff's Department has responsibility for all general law enforcement. In addition to the Highway Patrol, deputies in the City of San Dimas arrested 35 DUI drivers (up 13% from the prior year) and investigated 12 DUI driving related traffic collisions during the same time period.

3. PROJECT OBJECTIVES

The project objective is to adapt the 1995 East Los Angeles GALE grant, which was extraordinarily successful, and expand the program to the San Dimas Sheriff's Station coverage area. A deputy from the San Dimas Sheriff's Station, who is already familiar with local enforcement issues and concerns, would be assigned the collateral duty to complete this project (on an overtime basis), as the designated GALE Deputy. That deputy would be selected from among the best candidates within the Community Action Team to insure the highest level of productivity and experience. The GALE Deputy will be assigned to the San Dimas Community Action Team where office space, support personnel, and supervision are already in place. The GALE Deputy would coordinate enforcement and education efforts among sworn and reserve deputy personnel, civilian personnel (including volunteers) and appropriate community based groups.

There would be an *extremely* limited amount of down time for organizing the participating agencies and support personnel into an effective task force. Key objectives to this project are: to seek minor decoys, train involved decoys and personnel regarding implementation of the task force concept and their role in enforcement, to collect benchmark statistics, to provide and/or coordinate LEAD training, to conduct at least two minor decoy operations at virtually every on-sale and off-sale establishment respectively (to compare compliance rates early and later in the project period), to conduct an IMPACT inspection at *every* licensed establishment within the San Dimas Sheriff's Station coverage area, to introduce the project to all retailers, to conduct Retail Operating Standards Task Force (ROSTF) enforcement for suppression of nuisance activity related to licensed establishments, to show good faith and work the opposing enforcement angle on the side of establishments, targeting juvenile offenders who attempt to buy alcoholic beverages illegally, via the "Cops In Shops" program, to conduct on and off sale "Shoulder Tap" operations at targeted establishments (based upon calls for service and citizen complaints), to document all inspections and

enforcement, and to prepare a thorough final report, complete with spreadsheets, that clearly audit the program's results with comparative data from beginning to end.

It would be the goal of the project to reduce Part-1 violent crime rates surrounding licensed establishments by no less than 20%. Secondly, we want to increase retailers' compliance with regard to sales of alcoholic beverages to minors to 100% (no illegal sales to minors during second decoy operation), to reduce the number of complaints about minors attempting to buy alcohol by at least 50%, and to decrease illegal "Shoulder Tap" sales by 30-50% through word of mouth and publicity about our undercover arrests. We expect a sharp reduction in ROSTF violations by approximately 45-60%, at minimum.

Each operation will not only serve as an enforcement tool, but also as training tool. One of the objectives of the grant will be to study the relationship between training licensees (and their employees) and violations. Initially, we would expect a higher level of noncompliance from licensees in the first quarter; we would anticipate that their level of violations would be considerably reduced by the fourth quarter of the task force operation.

The San Dimas Sheriff's Station is constantly evaluating the newsworthiness of all "non-sensitive" operations conducted within the station coverage area. We absolutely intend to publicize the results of the grant project through periodic press releases, to be made throughout the project period.

The use of grant money to fund overtime for this project should not only allow the objectives to be met more easily, but also saves money in terms of training, salary, logistical support and benefits. There would be no unnecessary expenditures in terms of extra training and benefits, since those matters are already paid for by the Los Angeles County Sheriff's Department (since the deputies are already employed full-time).

4. METHOD OF PROCEDURE

Phase I – Preparation Stage (July)

- Attend training in Sacramento, Summer 2003 (3 deputies / 72 hours total training, 24 hours supervisor training);
- Meetings with Community Action Team, ABC investigators, reserve deputies, community advisory committees (not funded by grant, LASD to incur the expenses);
- Seek qualified decoy candidates at local community college (2 hours);
- Screen qualified decoy candidates and process related paperwork (2 hours);
- Train decoy and support personnel with regard to their respective roles in ABC operations, pertinent Business & Professions Code enforcement, and administrative court guidelines for ABC (4 hours);
- Establish schedule for training, monthly meetings with all participating agencies and personnel, and foreseeable enforcement activities throughout program period (2 hours);

- Collect and document all pertinent data on calls for service to be used as bench mark beginning numbers for measuring our effectiveness as program continues (12 hours); Set up database, spreadsheets, and organize program to track all 71 licensed establishments, progress toward objectives and all educational/enforcement efforts for later audit reporting purposes (16 hours for deputies, 2 hours for supervisor to review);

Phase II – Preliminary Operations for “Benchmark” Compliance Rate (August – October)

- Conduct minor decoy operations involving all 38 off-sale establishments. The compliance rate would be used to determine the worst offenders (retailers). Data will later be compared to a second sweep near the conclusion of program to re-evaluate compliance (2 days, 3 deputies on overtime working with ABC investigator and decoys - total 48 hours for deputies, 16 hours for supervisor);
- Visit every one of the 71 establishments for the purpose of conducting ROSTF inspections with ABC investigators, to share the results of the minor decoy operations with retailers and to make referrals to LEAD training. Introduce GALE deputy to retailers and explain program problems and objectives for the year (24 hours);
- Conduct minor decoy operations involving “targeted” on-sale establishments. Priority enforcement will be determined by community complaints and calls for service index. The compliance rate will be used to determine the worst offenders and will later be compared to a second sweep near the conclusion of the program to re-evaluate compliance (2 days, 3 deputies on overtime working with ABC investigator and decoys - total 48 hours for deputies, 16 hours for supervisor);

Phase III – Targeted Enforcement (November – March)

- Three (3) “Cops-In-Shops” operations at “targeted” off-sale establishments. Priority enforcement will be determined by community complaints, compliance during minor decoy operation, and calls for service index. (3 deputies on overtime working with ABC investigator and decoys - total 72 hours for deputies, 24 hours for supervisor);
- Four (4) “Shoulder-Tap” operations at “targeted” off-sale establishments. Priority enforcement will be determined by community complaints, compliance during minor decoy operation, and calls for service index. (3 deputies on overtime working with ABC investigator and decoys - total 96 hours for deputies, 32 hours for supervisor);
- One (1) “Cops-In-Shops” undercover operation at “targeted” on-sale establishments. Priority enforcement will be determined by community complaints, compliance during minor decoy operation, and calls for service index. (3 deputies on overtime working with ABC investigator and decoys - total 24 hours for deputies, 8 hours for supervisor);
- One (1) “Shoulder-Tap” operation at “targeted” on-sale establishments. Priority enforcement will be determined by community complaints, compliance during minor decoy operation, and calls for service index. (3 deputies on overtime working with ABC investigator and decoys - total 24 hours for deputies, 8 hours for supervisor);
- Attend training in San Diego area, Winter 2004 (3 deputies / 48 hours total training for deputies, 16 hours for supervisor)

Phase IV – Re-Evaluation of Compliance (March – May)

- Meetings with Community Action Team, ABC investigators, reserve deputies, community advisory committees (not funded by grant, LASD to incur the expenses);
- Seek qualified decoy candidates at local community college (2 hours);
- Screen qualified decoy candidates and process related paperwork (2 hours);
- Train decoy and support personnel with regard to their respective roles in ABC operations, pertinent Business & Professions Code enforcement, and administrative court guidelines for ABC (4 hours);
- Conduct minor decoy operations involving all 38 off-sale establishments. The results will be compared to initial sweep in August. The results should presumably indicate much better compliance rates from establishments (2 days, 3 deputies on overtime working with ABC investigator and decoys - total 48 hours for deputies, 16 hours for supervisor);
- Visit every one of the 71 establishments for the purpose of follow-up evaluation, conducting ROSTF inspections with ABC investigators, to share the results of the minor decoy operations with retailers and to make referrals to IMPACT training. Introduce GALE deputy to retailers and review program objectives with them (24 hours);
- Conduct minor decoy operations involving “targeted” on-sale establishments. Priority enforcement will be determined by community complaints and calls for service index. The compliance rates will be compared to the first sweep near the onset of the program to evaluate compliance (2 days, 3 deputies on overtime working with ABC investigator and decoys - total 48 hours for deputies, 16 hours for supervisor).

Phase V – Data Collection & Final Report

- Interview community members for their input on success and failure of program for inclusion in final report (8 hours);
- Obtain calls for service data, crime information, and transfer to spreadsheets (16 hours);
- Final report and audit of program results (8 hours);
- Present results to Community Advisory Committee, Public Safety Committee;
- Publicize results to local press (not funded by grant, LASD to incur the expense);
- Sergeant’s review and approval of final report; evaluate and report on results (2 hours).

5. METHOD OF EVALUATION

The GALE Deputy will keep a running total of all relative complaints, crimes, money expended, enforcement actions, et cetera. The GALE Deputy will describe exactly what actions are taken during the project and identify which objectives such actions support. Project evaluation will be on the agenda of each monthly meeting. In other words, “Are we having any effect?” If “yes,” what are we doing that is *most* effective. If the answer is “no,” then we will address how to improve the situation and adjust our approach accordingly.

Data used in the evaluation will be the number of arrests, citations, referrals to agencies, and general overall reduction of crime. We will also survey local residents before our operation starts and then re-interview the same people after the operation concludes to obtain the community perception on whether we improved the quality of their lives. In addition to the final report, the GALE deputy will produce pertinent spreadsheets and presentation materials to clearly demonstrate the effects the project had in support of the listed objectives.

6. ABC LIASON

San Dimas Sheriff's Station personnel, in particular, Deputy John Gannon and Deputy Ed Mackenzie, have been working with the investigators from the Alcoholic Beverage Control Office in El Monte for the past five years. Both deputies are members of the Community Action Team, which focuses on special issues of importance to the community (quality-of-life issues). Enforcement of ABC issues have always been of high concern since many other crimes result from alcohol-related violations. The expertise of the ABC investigators, particularly the guidance and support from Supervisor Lawrence Beran and Investigator Bill Armentrout of the ABC El Monte Office, will continually be sought. It is our absolute intention to include ABC investigators on every enforcement operation, as their schedules permit. ABC investigators are very familiar with specific laws pertaining to such enforcement and the investigators' ability to enter the bars and liquor stores in an undercover capacity is of great help. Our personnel may not be able to effectively work in plain-clothes assignment since most of the local criminals know the deputies from day to day contact. Therefore, ABC investigators' participation is *very integral* to this plan.

7 STATEMENT OF INTENT

The Los Angeles County Sheriff's Department is always looking for new and innovative ways to bring better and more cost effective law enforcement to the citizens we serve. Our Department has been in the forefront of Community Oriented Policing and Sheriff Baca has made it a high priority in his organization.

Programs that are successful, like this one, are promoted throughout the entire organization and often adopted Department-wide. Our policy is to proactively cooperate with all groups, law enforcement, and citizen groups alike. We have found that the partnership is extremely successful and surprisingly effective over the long term in permanently turning communities around from the general malaise and decay that is occurring.

The statistical gathering and enforcement model established during this project period could easily be adjusted and passed on to other stations within the Sheriff's Department. Just as important, the same model could be renewed with appropriate plan modifications in the event that this partnership project with ABC is deemed successful, as we seek continued funding sources for the future.

BUDGET ESTIMATE

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (salaries, overtime, and benefits)	(Round all budget amounts to nearest dollar)
1. Overtime Deputies estimated at 610 hours @ \$56.00/hour = \$34,160 Sergeant estimated at 180 hours @ \$68.73/hour = \$12,371	\$34,160 \$12,371
TOTAL PERSONNEL SERVICES	\$46,531.00
B. Operating Expenses (maximum \$2,500)	
1. Funds for conducting ABC operations: Decoy Operations, Shoulder-Tap Operations, and Narcotics Investigations	\$500
TOTAL OPERATING EXPENSES	\$500.00
C. Equipment (maximum \$2,500)	
1. Undercover surveillance equipment, body wire repeater, and receiver on a Law Enforcement approved high-band frequency 2. Daily organizer / software program (project record-keeping)	\$1,500 \$200
TOTAL EQUIPMENT	\$1,700.00
D. Travel Expense/Registration Fees (maximum \$2,500)	
1. Meetings/training, 3 Deputies & 1 Sergeant, 5 total training days anticipated @ \$118 per day = \$2,360 2. Travel during Summer 2003 (Sacramento area) and Winter 2004 (San Diego area) Total estimate is \$1,044 in mileage (at rate of \$.34 per mile). NOTE: Sheriff's Department to cover expenses beyond maximum allowed in grant budget (\$2,500 - \$2,360 = \$140 allowed for mileage)	\$2,360 \$140
TOTAL TRAVEL EXPENSE	\$2,500.00
TOTAL BUDGET ESTIMATE, ALL CATEGORIES	\$51,231.00

Exhibit B

Payment Provisions

- 1 INVOICING AND PAYMENT: Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2003.
- 2 Revisions to the "Project Narrative" and the "Budget Estimate" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Program Narrative and/or Budget Estimate supersede and replace the previous documents bearing those names. A contract amendment will be required to implement any such changes with the exception that changes in a budget line item of expense not to exceed five percent (5%) of the line item may be authorized without requiring a contract amendment if the total amount of the contract remains unchanged.
- 3 Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- 4 Only the costs displayed in the "Budget Estimate" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- 5 Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
- 6 If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.
- 7 Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
- 8 Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
- 9 It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.

Special Terms and Conditions

Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

- 2 Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
- 3 Contract Validity: This contract is valid and enforceable only if approved by the Office of Legal Services, State Department of General Services, if required, and if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2003, for the purposes of this program.
- 4 Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 201, Standard Contractor Certification Clauses. This document may be viewed at: www.dgs.ca.gov/contracts.
- 5 If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.